DATA ACT ADDENDUM

1 REQUEST PROCESS

1.1 Request Process: Customers established in an EU/EEA Member State or Customers contracting with a Supplier entity based in the EU/EEA Member State may submit a request at any time during the applicable subscription term, subject to a two-month notification period, without effect on the existing contractual relationship, to:

    (a) switch the relevant Service and migrate Data to a different third-party service provider or to Customer's own on-premise environment ("Switching Request"); and/or

    (b) request deletion of Data processed by the Service ("Deletion Request").

1.2 Switching Request: The Provider will support the Switching Request in accordance with the Data Act by:

    (a) **Export Instructions:** Providing Customer with relevant instructions (or as otherwise set out in the Documentation) to enable Customer to export Data within 30 calendar days following the end of the two-month notification period (the "Transition Period").

    (b) **Reasonable Assistance:** Provider shall provide reasonable assistance to Customer and authorized third parties

    (c) **Technical Unfeasibility:** Informing Customer within 14 business days if the Transition Period is technically unfeasible. In such case, Provider will (i) provide a reasonable explanation for the technical limitations, and (ii) propose an alternative Transition Period, which shall not exceed seven (7) months.

    (d) **Request for Alternative Period:** Customer may request an alternative Transition Period appropriate under the circumstances; however, in no event shall such period exceed three (3) months.

    (e) **Continuity and Security:** During the transition, Provider will provide reasonable assistance, act with due care to maintain business continuity, and maintain the agreed security level in accordance with the Agreement.

    (f) **Notification of Risks:** Provider may inform Customer of known risks or technical limitations affecting continuity of Services once a Switching Request has been submitted or as otherwise indicated in the Documentation.

    (g) **Confirmation of Completion:** Customer shall notify Provider in writing once the export of Data is completed.

1.3 Deletion Request: Provider will support the Deletion Request in accordance with applicable law and the Data Act by deleting Data of the in-scope Service(s) in line with the procedures and timeframes described in the Provider's security, privacy documentation, as updated from time to time and made reasonably available to Customer.

2 EXCLUSION

2.1 Exclusion: In accordance with the Data Act, the Provider will not accept Switching or Deletion Requests for:

    (a) Any Service provided solely for testing or evaluation purposes, such as trial environments

    (b) Any reasons where the requested Switching or Deletion would require the Provider to disclose or grant access to information that qualifies as a trade secret under Directive (EU) 2016/943 or corresponding national laws, unless adequate safeguards ensuring confidentiality can be implemented without unreasonable effort

    (c) Any other grounds under the Data Act or applicable law that permit the Provider to refuse, limit, or postpone compliance with a Switching or Deletion Request.

2.2 Right of Refusal: Where the Data Act does not impose an obligation on the Provider to perform a Switching or Deletion, the Provider reserves the right to refuse such a request.